

**REMARKS:**

**I. Introduction**

In the Office Action mailed on November 5, 2009, the Examiner rejected claims 1, 4 to 6, 10 and 11. Applicant now cancels claim 4, amends claims 1, 5, and 6, and adds no new claims. Accordingly, claims 1, 5, 6, 10 and 11 are now pending in this application.

**II. Claim Rejections Based on 35 U.S.C. § 103(a)**

(a) The Examiner rejected claims 1, 10, 11 under 35. U.S.C. § 103(a) as unpatentable over Olson (US 6,029,085) in view of Morgan (US 5,591,213) and further in view of Hansen (US 6,662,046).

In the light of this rejection, claim 1 has been amended to specify the defibrillator structure in terms of a main housing containing the defibrillator circuitry and a disposable, removably fitted sub-housing comprising the battery and electrodes, the latter being connected by a frangible link which is broken when the electrodes are deployed. This is clearly disclosed in the embodiments of Figures 11 to 19, where the main housing is shown in Figures 11 and 15, the sub-housing is the element 102 which slidably engages the main housing, and the frangible link is 41, Figure 16.

In paragraphs 4 to 9 of the Office Action the examiner rejected claim 1 on the basis of Olson et al. in view of Hansen and Morgan. However, none of these discloses a two-part structure, comprising a main housing and a sub-housing, having the features claimed in claim 1. In Olson et al. there is only a single housing, the plastic case 7, which contains the battery and to which the electrodes are directly attached. Similarly, Morgan also discloses a defibrillator contained within a single case. There is no suggestion that the electrodes shown in the top left dashed box of Figure 2 are detachable or form part of any sub-housing as claimed in claim 1, and in any event the battery 234 is within the main housing. Finally, Hansen does disclose a two-part structure, but the outer part is simply a storage case 44 for the defibrillator as a whole, the latter being contained within a single housing 21.

As discussed in the specification, the two-part housing structure reduces the number of steps involved in operating the defibrillator, as well as separating the process of battery management from the defibrillator process by incorporating the power source for the defibrillator within the disposable sub-housing containing the electrode assembly.

Nothing in Olson et al, Hansen or Morgan, individually or in combination, discloses or suggests the two-part housing structure claimed in claim 1. Furthermore, nothing in Olson et al., Hansen or Morgan, individually or in combination, discloses or suggests the frangible link which electrically connects the electrodes and which is broken upon deployment of the electrodes, such breakage being detected to effectively "switch on" the defibrillator automatically.

The examiner concedes that this feature is not disclosed in Olson et al. or Hansen; see paragraphs 6 and 7 of the Office Action. As for Morgan, col. 6 lines 3-4, referred to by the examiner, merely mention a "deployment detector 240" without any further explanation except what is shown at bottom left in the dashed rectangle 202 in Figure 2. However it works, it would appear to include a switch (unreferenced in Figure 2) which would tend to imply a manual operation or at least that it needs to be manually activated. Further, the deployment detector is not shown to include a frangible link connecting the electrodes, nor is one mentioned. Such a link cannot be assumed. Still further, the deployment detector detects deployment for the purpose of determining when the electrodes are removed from their test pads in order to halt the test operation; deployment is not detected in order to connect the main power supply. Accordingly, whatever the precise nature of the deployment detector in Morgan, it cannot reasonably be construed to read on the frangible link of claim 1.

It is crucial that the defibrillator cannot be switched on inadvertently (losing vital power and safety) and even more important that the defibrillator cannot be switched off inadvertently - for example, in the process of resuscitation. This need is met by the present invention in that it ties the automatic switch-on directly to the resuscitation process; the defibrillator will switch on only if the electrodes are themselves deployed. Also, it is not reversible - the defibrillator cannot be switched off inadvertently because the frangible link is only ever used once. None of Olson et al., Hansen or Morgan address this requirement, and are entirely different conceptually and in implementation.

In the light of the foregoing Applicant submits that the independent claim 1, and claims dependent therefrom, are patentably distinguished over the cited art. Reconsideration and withdrawal of the rejection is requested.

(b) The Examiner rejected claims 4 to 6 under 35. U.S.C. § 103(a) as unpatentable over Olson (US 6,029,085) in view of Morgan (US 5,591,213) and further in view of Hansen (US 6,662,046) and further in view of Owen (US 6,146,233).

Claim 4 has been cancelled. Claims 5 and 6 are allowable as depending from allowable claim 1 as discussed above and independently allowable for novel and nonobvious matter contained therein. Reconsideration and withdrawal of the rejection is requested.

### III. Conclusion

In light of the foregoing, it is respectfully submitted that the present application is in a condition for allowance and notice to that effect is hereby requested. If it is found that the present amendment does not place the application in a condition for allowance, Applicant's undersigned attorney requests that the Examiner initiate a telephone interview to expedite prosecution of the application. If there are any fees resulting from this communication, please charge same to our Deposit Account No. 50-3915.

Respectfully submitted,



Richard M. Mescher  
Reg. No. 38,242

PORTER, WRIGHT, MORRIS & ARTHUR LLP  
41 South High Street  
Columbus, Ohio 43215  
(614) 227-2026  
Fax: (614) 227-2100

February 24, 2010